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AGREEMENT

between

COUNTY OF ATLANTIC

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
DISTRICT COUNCIL 71 - LOCAL 3408

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1993-1995

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## AGREEMENT

A. This Agreement, made as of the 21st day of September, 1993, by and between the COUNTY OF ATLANTIC (herein called the "County" or the "Employer") and AFSCME District Council 71, AFLCIO and its affiliate Local #3408 (herein called the "Union"), has as its purpose:

1. The promotion of harmonious relations between the County and the Union;
2. The establishment of an equitable and peaceful procedure for the resolution of differences;
3. The establishment of rates of pay, hours of work, and other negotiable conditions of employment.

B. This Agreement represents the complete and final understanding on all bargainable issues between the County and the Union.

C. The County and the Union enter into this Agreement with the expectation that its implementation will enhance the ability of the County to serve its constituents.

D. The parties recognize that it is the responsibility of the County to provide the highest quality public services to its residents. In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of professional ethics and responsibilities.

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing

NOW, THEREFORE, it is mutually agreed as follows:

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## ARTICLE I

### RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by this Agreement as defined and identified in Appendix A. The County and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

1. Included: As defined and identified in Appendix A.
2. Excluded: As defined and identified in Appendix B.
3. Definition of Terms. Unless otherwise indicated, the following when used herein, shall mean:
  - a. "Employees" refers to employees in the certified bargaining unit set forth in the PERC certification dated February 18, 1987.
  - b. "Employer" refers to the County of Atlantic.
  - c. "Local Union" refers to the constituent Local of the Union at the Department of Human Services.

d. "Management" refers to employees with supervisory responsibility, inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement as described in Appendix B.

e. "Authorized representative" refers to Union and Management employees who are authorized by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.

f. "Shift" shall mean any normal, standard tour of duty as described herein.

g. "Unit Head" for the purposes of Article VII, is defined as follows:

(1) Nursing Home - Director of Nursing for Licensed Practical Nurses and Institutional Attendants or Nursing Home Administrator for the nursing home employees.

(2) Kitchen - Food Service Manager for all Senior Cooks, head Cooks, Cooks, Food Service Workers, and Dietician helpers.

(3) Security and Stockhandlers - Director of Support Services for Stockhandler/Clerk Driver and Security Guards.

B. In the event that a new position is created in the County Department of Human Services, the County and the Union agree to meet to discuss whether the position will become part of the bargaining unit and, if so, what will be the terms and conditions of employment for the position. If agreement cannot

be reached between the County and the Union, a unit clarification petition shall be mutually filed by the County and the Union with the Public Employment Relations Commission. In the event that a unit position's Civil Service title is changed by Civil Service, the Labor Agreement will be presumed to include the new title and exclude the former title.



## ARTICLE 2

### DUES AND REPRESENTATION FEES

A. The County agrees to deduct from the salaries of its employees subject to this Agreement dues for AFSCME, District Council #71 and its affiliate Local 3408. Such deductions shall be made in compliance with Chapter 123 public Laws of 1974, N.J.S.A. (R.S.S., 214-15, 9E), as amended, and members shall be eligible to withdraw such authority during January and July of each year.

B. A checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the County. This right of dues checkoff shall be exclusive to AFSCME District Council 71.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

E. The Union will provide the necessary checkoff authorization form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.

F. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Union or the County in reliance upon official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

G. The County agrees to deduct monthly PEOPLE'S dues from the pay of those employees who individually request by official Union authorization form and present same to the County Treasurer.

H. The County agrees to deduct the Agency Shop fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

I. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the Agency Shop assessment. A copy of the written notice of the amount of the Agency Shop assessment must also be furnished to the New Jersey Public Employment Relations Commission Appeal Board.

J. The Agency Shop fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessment of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the amount exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

K. The sum representing the Agency Shop fee shall not reflect the cost of financial support of political causes of candidates, except to the extent it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

L. The Union shall establish and maintain a procedure whereby any individual paying Agency Shop fees can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

M. The County agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the County shall not make said deductions.

N. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by action taken by the County in reliance upon salary deduction authorization cards or the Agency Shop assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the Local Union President advising of any changed deduction.

ARTICLE 3

NON-DISCRIMINATION

A. The County and the Union agree that the provisions of this Agreement shall apply equally to all employees, and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, national origin, religious or political affiliation/ opinions, sexual orientation/preference, armed forced obligations, physical handicaps or Union activity.

B. Allegations of discrimination under this Article shall be pursued through the grievance procedure set forth elsewhere in this Agreement, but through the appropriate administrative or judicial forum, i.e. Division of Civil Rights, E.E.O.C., etc.

ARTICLE 4

UNION RIGHTS

A. Agents of the Union who are not employees of the Employer or who are employees of the County shall be permitted to visit job sites and work locations for the purpose of discussing Union matters, so long as such visitations do not interfere with the general operations of the Employer.

B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees. Access to bulletin boards shall not be unreasonably denied, and keys were utilized shall be made available to the Union.

C. Whenever any representative of the Union or any employee is scheduled by the Employer to participate during working hours in negotiations or grievance proceedings, such employee shall suffer no loss in pay. Whenever a third shift negotiator is scheduled to work the shift prior to a scheduled negotiation session, he/she shall work no more than four (4) hours and be released from work with pay.

D. The Employer will give release time with pay for a total of fifteen (15) days a year in the aggregate for Union matters, which may be taken in increments of 1/2 day. Release time not utilized within the calendar year preceding an international convention shall be carried over into the following year, to be used only for such a convention.

E. Approval for Union time off must be received from the Department Head or his/her designee five (5) working days in advance. Shorter notice may be approved at the discretion of the Employer for an emergency.

F. The Union has the sole right and discretion to designate shop stewards and chief shop stewards and specify their respective responsibilities within the Union. The County has the sole right and discretion to direct the activities of shop stewards during working hours and whenever they are on the job site. The County further agrees that properly designated shop stewards, chief shop stewards and Union negotiators may conduct Union business on County time without loss of pay in the following instances:

1. One steward may accompany an employee if the employee so requests at any County/Union mutually scheduled meeting, conference or hearing concerning a disciplinary matter.

2. Designated Union representatives may attend "continuing consultation" meetings as scheduled pursuant to Article 22.

3. Stewards may post notices on designated bulletin boards.

G. The designated Union representative in all the above instances must provide reasonable notification to his/her supervisor when he/she wishes to transact such Union business on County time. The supervisor shall grant such requests so long as the operation of the County will not be adversely affected.

H. The Union agrees to furnish the County with complete written lists of Union representatives, including shop stewards and chief shop stewards. The Union further agrees to inform the County, through the Office of personnel, of any changes and to keep such lists current and correct at all times.



## ARTICLE 5

### NEGOTIATIONS PROCEDURE

A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Counter-proposals shall be submitted within a reasonable time agreed upon by both parties. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the Employer, shall be reduced to writing and, after ratification by the Union and the Employer, shall be signed by all parties.

B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals and

reach tentative agreements in the course of negotiations, consistent with their status as representatives of their principals.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and/or by a written amendment duly executed by the County of Atlantic and AFSCME District Council 71, AFL-CIO.

ARTICLE 6  
MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following specific rights:

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees;
2. To take personnel action subject to the provisions of Civil Service Law;
3. To maintain the efficiency of County operations; including but not limited to scheduling employees to shift in continuous shift operations (24 hours);
4. To take all necessary actions to carry out its mission in emergencies; (emergency to be construed as a sudden, generally unexpected occurrence demanding immediate action);
5. To exercise complete control and discretion over its organization and the technology of performing its work;
6. To schedule employee work hours, pursuant to the terms of this Agreement.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the County, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

ARTICLE 7  
GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. Definitions. The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the Employer, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance. The employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.

D. Steps of the Grievance Procedure. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his/her Unit Head or authorized County representative within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward or Local Union representatives.

b. The Unit Head or authorized County representative shall render a decision in writing within (10) working days after receipt of the grievance. Failure to render a decision within this time shall be considered a denial of the grievance.

Step 2.

a. In the event satisfactory settlement has not been reached, the grievance shall, in writing and signed, file

his complaint with the Department Head within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or Local Union representative.

b. The Department Head, or his designee, shall render a decision in writing within eight (8) calendar days after receipt of the complaint. Failure to render a decision within this time shall be considered a denial of the grievance.

Step 3.

a. Should the grievant disagree with the decision of the Department Head, or his designee, the aggrieved may, within five (5) working days, submit a statement, in writing and signed, as to the issues in dispute of the Office of Personnel. The Office of Personnel shall review the decision of the Department Head together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before a designated representative of the Office of Personnel. The representative will render his/her decision within eight (8) calendar days after receipt of the grievance or grievance meeting if one is held. Failure to render a decision within this time shall be considered a denial of the grievance. If the grievance is a non-contractual grievance, the decision of the representative shall be final.

b. The grievant may be represented by the Local Union Officer or the International Union representative, or both. A minority organization shall not be present or process grievances.

c. If a hearing is to be provided, it shall be scheduled within five (5) working days, unless the parties mutually agree to an extension, and provided that the Union hand-deliver the third-step grievance to the Office of Personnel.

#### Step 4

a. Any unresolved contractual grievance (as defined in B.1, Definitions, above), except matters involving appointment, promotion, or assignment or matters within the exclusive province of N.J. State Department of Personnel, may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Personnel representative's decision.

b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c. The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedure of the Public Employment Relations Commission, or by selection



from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

d. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

e. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

f. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

g. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

h. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

i. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

j. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

k. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This -- not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

ARTICLE 8

HOLIDAYS AND ADMINISTRATIVE/PERSONAL DAYS

A. The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Three (3) Personal Days

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. The Employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive.

C. If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day (or scheduled shift/day) preceding or the day following a scheduled holiday, the employee, in order to be compensated for the holiday, must utilize an accrued sick day, in lieu of holiday pay, unless the employee produces a doctor's note for the illness, in which case the employee will receive the holiday pay.

D. If a permanent full-time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for all hours worked on a holiday up to a full shift, in addition to straight time for the holiday (i.e., for a holiday worked, the employee will earn a total of double time his/her regular rate up to a full shift).

E. Employees who were on board prior to December 31, 1987 will have the option of being paid ten (10) specified holidays in a lump sum at the rate of time and a half (1 1/2) by the 30th of November of each year. The remaining three (3) holidays shall be celebrated on Thanksgiving, Christmas and New Year's Day, and shall be treated in accordance with paragraphs B, C and D above. Selection must be made by the 15th of December of each year. The lump sum shall be payable in cash unless the County permits the use of compensatory time for this purpose.

F. Part-time employees will receive a pro-rata share of holiday time.

G. The administrative/personal days provided by this Article are available for personal use in increments of one hour. Under normal circumstances, this time should be scheduled in advance.

An employee cannot call in for use of this time at the beginning of his/her scheduled shift. Use of this time at the beginning of a work shift must be approved in advance. Administrative/personal time must be taken within the year accrued or forfeited.

H. For newly hired full-time employees, the personal day shall be pro-rated in accordance with the date of hire as follows:

<u>Date of Hire</u>	<u>Personal Leave</u>
1/1 thru 3/31	3 days
4/1 thru 6/30	2 1/4 days
7/1 thru 9/30	1 1/2 days
10/1 thru 12/31	1 day

I. Part-time employees shall receive a pro-rata share of the personal days based upon the work week of the comparable full-time position. Temporary employees do not receive personal days.

ARTICLE 9

VACATIONS

A. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued:

0 - 1 year	1 day per month
After one 1 year and up to 8 years	12 days (1 day per month)
After 8 years and up to 17 years	15 days (1 1/4 days per month)
After 17 and up to 25 years	20 days (1 2/3 days per month)
After 25 years	25 days (2 1/2 days per month)

B. In addition, vacation time shall be advanced on the following basis:

SERVICE

0 - 1 year	As earned; advancement with discretion of the Dept. Head
1-5 years	50% allocated January 1st each year; 50% allocated July 1st each year
6 years plus	100% allocated on January 1st each year

C. Part-time and temporary employees shall accrue vacation on a pro-rata basis.

D. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

E. Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

1. On or before March 1 of each year, every employee shall submit a bid for their preferred vacation of at least five (5) days in length. In the event there are more applicants for any particular time slot than can be accommodated, seniority shall prevail. Results of this bidding will be made known to the employees on or before March 15.

- a. If necessary, a second round of bidding shall take place by April 1 for those who are bumped in round one. Results of this bidding will be made known to employees on or before April 15, and seniority shall prevail in the event there are more applicants for any particular time slot than can be accommodated.

2. Any requests made subsequent to March 1 (or April 1) shall be granted on a first-come-first-served basis based upon the availability of slots. However, any employee requesting a block of at least five days shall be given priority over a request for less than five days.

3. With regard to requests for a single day's vacation after bids have been allocated, at least 48 hours notice shall be

provided by the employee, and seniority shall resolve all conflicts. Approval shall be either granted or denied within 24 hours of the request.

4. The granting of vacation leave is at all times subject to management's right to maintain efficient operations.

5. By August 1 of each year, the Employer shall review the vacation use of all employees, and shall exercise either of the following options:

a. Grant the employee an extension until March 1 of the next year to use all accrued vacation; or

b. Assign vacation times to all employees to utilize all accrued vacation by March 1 of the next year; or

c. Grant employee's request for vacation in accordance with this Article.

F. If a holiday occurs during the week in which vacation is taken by an employee, the days shall not be charged to annual leave.

G. An employee who becomes ill during his/her vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

H. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for 90 days for rescheduling purposes.



I. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

J. An employee who separates from the County having used advanced vacation shall be responsible for reimbursing the County all monies due as a result of such utilization except when separation occurs as a result of layoff or bumping.

ARTICLE 10

SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued: One working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. In addition, sick time shall be advanced on the following basis:

0-1 year	As earned
1 to 5 years	50% allocated January 1st each year; 50% allocated July 1st each year
6 years plus	100% allocated on January 1st each year

C. Sick leave, for purposes herein defined, means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, or a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be

reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.

D. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (P.E.R.S.) shall be paid fifty (50%) percent of accrued sick leave, up to a maximum of \$12,000 gross wage. The definition of "retire" is found in Article 27 Paragraph E.

E. If an employee is absent for five (5) consecutive working days or more than seven (7) days in a 12-month period, or establishes a pattern of absence that gives reason to suspect abuse of sick leave, the Employer may require acceptable evidence, such as a doctor's certificate, or examination by a physician retained by the Employer. If a doctor's certificate is required, the nature of the illness and the length of time the employee will be absent shall be stated in the certificate.

F. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave set forth above shall be required to give notice as follows:

1. For all 24-hour operations, the employee shall give notice by telephone or personal message at least two (2) hours prior to start of the scheduled shift. If the message is left with anyone other than a supervisor or on a telephone answering machine, the employee shall leave a telephone number where he/she can be contacted personally by the supervisor. Effective

January 1, 1994, the call-in time shall be modified to one (1) hour prior to the start of the shift.

2. All employees, not in 24-hour operations, who are scheduled to work the earliest shift in their facility shall contact the supervisor on duty for that shift by telephone at the supervisor's home at least one (1) hour prior to the start of the shift.

3. All employees, not in 24-hour operations, who are scheduled to report later than the earliest time in their facility shall give notice by telephone or personal message to the supervisor on duty in their facility at least two (2) hours prior to the start of the scheduled shift. If the employee does not talk with the supervisor in person, the employee shall leave a telephone number where he/she can be contacted personally by the supervisor.

4. If proper notice, as outlined above, is not given, the absence will be recorded as an unauthorized absence. An employee is responsible for calling each day of the absence unless the employee is on an approved leave of absence. Days lost to injury or illness arising from or caused by County employment for which the employee has received Worker's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article 8.C are followed. Nothing in this paragraph negates the requirement set forth in paragraph E above.

G. Part-time employees will receive a pro-rata share of sick leave based upon the work week of the comparable full-time position. Temporary employees are not eligible for sick leave.

H. Any employee utilizing less than 36 hours (for 7-hour employees), or 41 hours (for 8-hour employees), or 38.5 hours (for 7 1/2-hour employees) of sick time (to include all uses of sick) in a calendar year will receive a bonus in the amount of \$200 for 1993, \$250 for 1994, and \$300 for 1995. Employees must be on board for the entire calendar year and have no "W" time or suspensions or LAW(s) during the calendar year.

I. "W" time is defined as any absence from duty which is not approved resulting in an unauthorized absence.

ARTICLE 11

LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon his/her return from leave of absence without pay to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in Civil Service statutes and rules and regulations except as otherwise noted herein.

C. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from regular duties may, with the approval of the Department Head and the appointing authority, be granted a special leave of absence without pay for a period not to exceed six (6) months, which may be extended for an additional six (6) months with Department Head and appointing authority approval. Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request

should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

D. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted a leave of absence without pay to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

E. Military Leave.

1. Pursuant to N.J.A.C. 5A:2-1 et seq., an employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States only in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who

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enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

F. Child-rearing Leave

1. Employees shall be eligible for child-rearing leave.

2. All permanent employees of the County who become parents shall be granted child-rearing leave, and all provisional employees as defined by the New Jersey Department of Personnel who become parents may be grant child-rearing leave upon written request. If granted, the leave can be taken only for the birth or arrival of the child into the home.

3. An employee shall submit written notification to his/her immediate supervisor stating the anticipated duration of the leave of absence at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the County, child-rearing leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

4. In no case shall a pregnant employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

5. While an employee is on child-rearing leave, the duties of his/her position shall either be performed by remaining

staff and the position kept vacant or they shall be performed by a temporary employee.

6. Every employee has the right to return to the same position in the same classification (s)he held before going on child-rearing leave.

7. An employee who is on child-rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work due to pregnancy as certified by a physician, and all accrued annual leave. All other periods of leave related to child-rearing leave shall be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while s/he is on child-rearing leave without pay.

G. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the County for all time served on jury duty. Any pay received from the courts, excluding travel allowance, for serving as a juror shall be returned to the County Treasurer. This leave shall be in addition to annual vacation leave.

H. Absence Without Leave.

1. Any unauthorized absence of an employee from duty shall be an absence Without Leave and is cause for disciplinary action.

2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

I. Bereavement Leave. A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family as hereinafter defined: mother or father, brother or sister, spouse, children of employee, or step-children within the employee's household, grandchild.

J. The County recognizes its obligation to comply with the Family Leave Act.

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ARTICLE 12  
HOURS OF WORK

A. The work week shall consist of five (5) work days, Sunday through Saturday in a pre-established work schedule. No current employees who are on the County payroll as of the effective date of this Agreement shall be placed on a rotating shift, nor shall their shifts be rotated.

B. The County, in its discretion, may establish a flex-time schedule after discussions with the Union and with the consent of the affected employees after ten (10) working days of advance notice.

C. Specific hours of work for represented titles are as follows:

1. Security Officers - 8-hour schedule with 1/2 hour paid lunch. (Example: 8:00 a.m. - 4:00 p.m., 4:00 p.m. - midnight; midnight - 8:00 a.m.)

2. Environmental Therapy Aides - 7.5-hour schedule with 1/2 hour unpaid lunch. (Example: 9:00 a.m. - 4:00 p.m.)

3. LPN's - will work the schedule for which they were hired. Changes to the schedule may be done to accommodate employee requests for weekends off.

4. All other titles - 8 1/2-hour schedule with 1/2 hour unpaid lunch. (Example: 6:45 a.m. - 3:15 p.m.)

D. No employee shall be permitted to work more than two

(2) contiguous shifts except in extreme emergencies. In that instance, the employee will be given a four (4) hour paid break between the second and third shifts.

## ARTICLE 13

### OVERTIME

A. The Employer shall give the most senior employee the opportunity to work first. Thereafter overtime shall be assigned in the order of seniority when such overtime is essential. The Employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees to work overtime in the inverse order of seniority. The overtime seniority list will be conspicuously posted on an available bulletin board and shall be updated twice annually and provided to the Union.

B. One and one-half (1 1/2) the employee's hourly rate of pay shall be paid for actual work performed in excess of 40 hours per week.

C. The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked.
2. Three (3) specified holidays.

Sick time, vacations, personal days or bereavement days will not be included for the purpose of computing the overtime base.

D. Notwithstanding the use of language in this Article referencing "paid" overtime, an employee is entitled to receive cash compensation or compensatory time off, at their option, for

all overtime hours in accordance with County policy and the Fair Labor Standards Act. No employee shall be permitted to accumulate more than 120 hours of compensatory time.



ARTICLE 14

CALL-IN PAY

A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1 1/2) his/her regular hourly rate. Call-In pay begins when an employee reports to his/her assigned duty station. Call-In pay ends when the employee's regularly scheduled work shift begins, regardless of whether the employee is required to complete the "call-in" shift prior to actually reporting to the regular work shift. However, in no instance will an employee be docked or given "W" time when reporting late to his/her regular work shift because of staying to complete the "call-in" shift. The employee will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

B. In all instances however, full-time employees are guaranteed four (4) hours minimum compensation regardless of the number of hours worked for 40 hour-a-week employees, three and one-half (3 1/2) hours minimum compensation for 35 hour a week employees, and three and three-quarter (3 3/4) hours minimum compensation for 37.5 hour-a-week employees.

ARTICLE 15  
PAY SCHEDULES - 1993

01.	Jan. 1 to Jan. 9	Jan. 15
02.	Jan. 10 to Jan. 23	Jan. 29
03.	Jan. 24 to Feb. 6	Feb. 12
04.	Feb. 7 to Feb. 20	Feb. 26
05.	Feb. 27 to Mar. 6	Mar. 12
06.	Mar. 7 to Mar. 20	Mar. 26
07.	Mar. 21 to Apr. 3	Apr. 9
08.	Apr. 4 to Apr. 17	Apr. 23
09.	Apr. 18 to May 1	May 7
10.	May 2 to May 15	May 21
11.	May 16 to May 29	June 4
12.	May 30 to June 12	June 18
13.	June 13 to June 26	July 2
14.	June 27 to July 10	July 16
15.	July 11 to July 24	July 30
16.	July 25 to Aug. 7	Aug. 13
17.	Aug. 8 to Aug. 21	Aug. 27
18.	Aug. 22 to Sept. 4	Sept. 10
19.	Sept. 5 to Sept. 18	Sept. 24
20.	Sept. 19 to Oct. 2	Oct. 8
21.	Oct. 3 to Oct. 16	Oct. 22
22.	Oct. 17 to Oct. 30	Nov. 5
23.	Oct 31 to Nov. 13	Nov. 19
24.	Nov. 14 to Nov. 27	Dec. 3
25.	Nov. 28 to Dec. 11	Dec. 21
26.	Dec. 12 to Dec. 25	ASAP
27.	Dec. 26 to Dec. 31	ASAP

PAY SCHEDULE 1994

01.	Jan. 1 to Jan. 8	Jan. 14
02.	Jan. 9 to Jan. 22	Jan. 28
03.	Jan. 23 to Feb. 5	Feb. 11
04.	Feb. 6 to Feb. 19	Feb. 25
05.	Feb. 20 to Mar. 5	Mar. 11
06.	Mar. 6 to Mar. 19	Mar. 25
07.	Mar. 20 to Apr. 2	Apr. 8
08.	Apr. 3 to Apr. 16	Apr. 22
09.	Apr. 17 to Apr. 30	May 6
10.	May 1 to May 14	May 20
11.	May 15 to May 28	June 3
12.	May 29 to June 11	June 17
13.	June 12 to June 25	July 1
14.	June 26 to July 9	July 15
15.	July 10 to July 23	July 29
16.	July 24 to Aug. 6	Aug. 12
17.	Aug. 7 to Aug. 20	Aug. 26
18.	Aug. 21 to Sept. 3	Sept. 9
19.	Sept. 4 to Sept. 17	Sept. 23
20.	Sept. 18 to Oct. 1	Oct. 7
21.	Oct. 2 to Oct. 15	Oct. 21
22.	Oct. 16 to Oct. 29	Nov. 4
23.	Oct. 30 to Nov. 12	Nov. 18
24.	Nov. 13 to Nov. 26	Dec. 2
25.	Nov. 27 to Dec. 10	Dec. 16
26.	Dec. 11 to Dec. 24	ASAP
27.	Dec. 25 to Dec. 31	ASAP

PAY SCHEDULE 1995

01.	Jan. 1 to Jan. 7	Jan. 13
02.	Jan. 8 to Jan. 21	Jan. 27
03.	Jan. 22 to Feb. 4	Feb. 10
04.	Feb. 5 to Feb. 18	Feb. 24
05.	Feb. 19 to Mar. 4	Mar. 10
06.	Mar. 5 to Mar. 18	Mar. 24
07.	Mar. 19 to Apr. 1	Apr. 7
08.	Apr. 2 to Apr. 15	Apr. 21
09.	Apr. 16 to Apr. 29	May. 5
10.	Apr. 30 to May 13	May 19
11.	May 14 to May 27	June 2
12.	May 28 to June 10	June 16
13.	June 11 to June 24	June 30
14.	June 25 to July 8	July 14
15.	July 9 to July 22	July 28
16.	July 23 to Aug. 5	Aug. 11
17.	Aug. 6 to Aug. 19	Aug. 25
18.	Aug. 20 to Sept. 2	Sept. 8
19.	Sept. 3 to Sept. 16	Sept. 22
20.	Sept. 17 to Sept. 30	Oct. 6
21.	Oct. 1 to Oct. 14	Oct. 20
22.	Oct. 15 to Oct. 28	Nov. 3
23.	Oct. 29 to Nov. 11	Nov. 17
24.	Nov. 12 to Nov. 25	Dec. 1
25.	Nov. 26 to Dec. 9	Dec. 15
26.	Dec. 10 to Dec. 23	ASAP
27.	Dec. 24 to Dec. 31	ASAP

ARTICLE 16

SENIORITY

A. In all cases of demotions, layoffs, recall, choice of shift and days off, (to include the scheduling of vacations), employees with the greatest amount of seniority shall be given preference.

B. Under the terms of this Article, the term "seniority" means a preferred position for specific purposes which one employee within a given job classification may have over another employee within a job classification because of a greater length of service with the County.

C. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.

D. Except where Civil Service provides otherwise, seniority is defined as the employee's total length of service with the Employer, starting with his/her original date of hire.

ARTICLE 17  
PERSONNEL PRACTICES

A. The practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and Regulation and Title II of the New Jersey State Statute, as amended.

B. Each new employee will be given an employee handbook and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization, and failure to know and understand these policies will not be considered valid reason for acts and/or omissions in violation of same.

C. The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies, and to mail a copy of such posting to the Local Presidents and AFSCME District Council 71. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than seven (7) days, or until such vacancy is filled. Also,

notification of such title changes will be given to the Presidents of the Local and AFSCME Council 71. In-house applicants who meet the Civil Service qualifications will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances, and justification of selection will in no instance be required, except at the written request of the Personnel Director of the County.

1. When an employee is promoted, his/her salary shall be adjusted to the base salary of the new grade or an \$800.00 increase from his/her current annual salary, whichever is higher, and the promotion date shall become the employee's new anniversary date, for pay purposes only.

2. All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/she shall be returned to his/her former title, former salary, (with any negotiated increases) and anniversary date.

D. An employee has the right of access to the County's official personnel file kept for the employee, and all records as may be kept by the Employer or his agents pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document in said file within six (6) months of

its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. The County will present a Union package to all new employees represented by the Union at its regularly scheduled orientations. The Union will provide said package to the County in sufficient quantity for distribution.

F. Procedures utilized for evaluations of employees shall be those set forth in County policy entitled "Evaluate Employees Performance" dated January 1, 1984.

G. If an employee's work is suffering due to a personal problem, the employee is encouraged to contact the Office of Personnel, which, in turn, may refer the employee to persons or places where he/she can receive professional help.

1. The responsibility for contacting the Office of Personnel and any subsequent referrals for counseling or in-patient or out-patient treatment is totally on the employee and any personal agreement which may be developed between the employee and the Employer for the employee to seek such help for the personal problem in lieu of being disciplined for the prior



conduct will only be binding on the Employer as long as the employee follows all his/her responsibilities under this personal agreement.

H. All employees shall attend all in-service and other special training as designated by the County. A certificate or letter of completion will be put in the employee's personnel file along with a brief description of the material taught.

I. All L.P.N.'s may be granted up to three (3) days paid educational training leave per year (with registration fee paid by the County) upon their request, at the discretion of the County. Preference will be given to L.P.N.'s on a rotating seniority basis.

ARTICLE 18

LAYOFFS

A. Layoff, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4, et seq. AFSCME District Council #71 shall be notified of an employee layoff when the employee is notified.

ARTICLE 19

NO STRIKE OR LOCKOUT

A. The Union covenants and agrees that during the term of this Agreement, neither the Union or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, or walkout which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

B. The County agrees that it will refrain from locking out its employees or from any threat thereof. The County agrees that any such action would constitute a material breach of this Agreement.

ARTICLE 20

POSITION CLASSIFICATION

A. The position classification plan, as established and maintained by the County, consists of a schedule of classification titles with classification specifications for each position which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work. If an employee considers his/her position to be improperly classified, the employee may, through the Department Head and the County Office of Personnel, process an appeal for a desk audit of his/her position with the New Jersey Department of Personnel.

B. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements, as well as the parameters of the New Jersey Statute, Title II, Civil Service.

C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

D. When an employee works out of title for a full shift, the employee shall receive, in addition to his/her regular hourly rate of pay, the amount of eighty-five (\$.85) cents in 1993, ninety (\$.90) cents in 1994, and one (\$1.00) dollar in 1995.

E. Employees who are required to, and hold the C.D.L. license will receive an annual stipend of \$500 in 1993, \$550 in 1994, and \$600 in 1995.

ARTICLE 21

DISCIPLINARY ACTION

A. Recognizing that each case must be treated individually, the County and the Union agree to the principle of progressive discipline in accordance with applicable Civil Service statutes, rules and regulations.

B. Discipline shall only be imposed upon an employee with permanent status for failing to fulfill his/her job responsibility, and for good and just cause as provided by law.

C. Minor disciplinary actions as defined below shall be subject to the grievance procedure:

1. Oral warning or reprimand.
2. Written warning or reprimand.
3. Suspension or fines of less than five (5) consecutive days or fifteen (15) days in one (1) year.

D. Major disciplinary actions as defined below shall be appealable through Civil Service procedures and not through the grievance procedure.

1. Suspension or fine of more than five (5) consecutive days or more than fifteen (15) days in one (1) year.
2. Termination.

E. The Employer will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees, unless the severity of the infraction requires immediate action.

ARTICLE 22

CONTINUING CONSULTATION

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as means of fostering good employer/employee relations.

B. The requests of either party for such a meeting shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE 23

WORKER'S COMPENSATION

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).



ARTICLE 24  
WAGE INCREASE

A. Effective January 1, 1993, all full-time employees will receive an increase to their annual salary of \$400.

B. Effective July 1, 1993, all full-time employees will receive an increase to their annual salary of \$800.

C. Effective January 1, 1994, all full-time employees will receive an increase to their annual salary of \$500.

D. Effective July 1, 1994, all full-time employees will receive an increase to their annual salary of \$800.

E. Effective January 1, 1995, all full-time employees will receive an increase to their annual salary of \$1,350.

F. In addition to the general increases set forth above, employees in the title of Licensed Practical Nurse will receive an additional salary adjustment effective January 1, 1993 of \$575 if their December 31, 1992 salary rate was at or below \$29,999, or \$475 if their December 31, 1992 salary rate was at or over \$30,000.

G. Salary increases in accordance with paragraphs A, C and E above are effective January 1 of each contract year for all employees on board as of December 31 of the preceding year.

H. The maximums of the ranges set forth in Appendix C shall be waived for current employees during the term of the Agreement.

ARTICLE 25

SHIFT DIFFERENTIAL

A. Effective January 1, 1988, eligible employees will receive a shift differential which will be paid bi-weekly.

B. Eligible categories are as follows:

1. Licensed Practical Nurse; Institutional Attendant:  
Senior Institutional Attendant: swing - \$.20; grave - \$.40.

2. Building Service Worker; Building Maintenance Worker; Senior Building Service/Maintenance Worker: swing - \$.20; grave - \$.40.

3. Security: swing - \$.20; grave - \$.40.

ARTICLE 26

LONGEVITY

A. The County agrees to maintain its longevity program as follows:

	<u>Amount</u>		
<u>Years of Service</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
5-10 years	\$300	\$350	\$400
11-15 years	\$400	\$450	\$500
16-20 years	\$500	\$575	\$650
21+ years	\$600	\$700	\$800

B. This longevity system will replace any other longevity system, payment or award for length of service currently in place. Longevity refers to time of employment with the County.

C. Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date.

ARTICLE 27

HEALTH AND WELFARE

A. Medical Insurance

1. Employees who commenced employment prior to September 21, 1993 shall continue to receive for themselves and eligible dependents the following coverages, all at no cost to the employee:

a. Group Health Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of \$100 per person, \$200 per family, and a co-pay of twenty (20%) percent for the first \$2,000 of covered major medical expenses.

b. Prescription drug coverages, with a \$5.00 co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions, as currently provided.

c. An optical plan as currently provided.

d. A dental plan as currently provided.

2. "Employees," as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year in which the child reaches the age of nineteen 19, or until the child reaches the age of 23 if a full-time student. These definitions and conditions also apply to HMO participants.

3. The County, in its discretion, may institute a program to require pre admission review prior to hospitalization, out-patient certification, and/or a second surgical opinion at any time during the life of the contract, provided that all are without cost to the employee.

B. 1. Employees in this bargaining unit who commence employment after September 21, 1993 shall be entitled to the coverage set forth in A.1.a. above on a individual basis only. Any such employee who wishes to procure coverage for his spouse or dependents shall pay twenty (20%) percent of the difference between the individual rate and that selected by the employee.

2. The definition of "employee" and "dependent child" as set forth in paragraph[h] A.2 shall apply to this category of employees as well.

C. 1. Effective January 1, 1994, the medical program shall be modified so that the co-pay and the deductible provided thereunder shall apply to all benefits, and not merely to the major medical component.

2. Effective January 1, 1994, the prescription co-pay described in the paragraph A.1.b. will be modified to \$5.00 for brand name prescriptions. The co-pay for generic prescriptions will remain in zero.

1993: \$0 co-pay for generic prescription drugs;  
\$5 co-pay for brand prescription drugs.

1994: \$0 co-pay for generic prescription drugs;  
\$5 co-pay for brand prescription drugs.

1995: \$0 co-pay for generic prescription drugs;  
\$5 co-pay for brand prescription drugs.

D. Effective January 1, 1995, the deductible under the medical program will be modified to \$150 per person, \$300 per family.

E. Retirees.

1. An employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employees retirement date.

2. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly cost at the existing group plan rates.

3. A "retiree" is defined as one who has:

a. 25 years of pensioned County employment, or

b. 15 years of employment as a permanent County employee and be at least 60 year of age and be a part of an approved pension system at the time of retirement.

F. Leaves of Absence. When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the cost of coverage during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of absence.

The maximum period where this situation can exist is six (6) months. Any employee who goes onto an unpaid status for fifteen (15) or more calendar days is liable for payment of premium retroactively to the first day of unpaid status.

G. Reopener. The Union will have the right to reopen this provision if it desires to move its unit members into a Union - administered health plan which would be cost effective for the County.

H. Disability Pool. The County agrees to maintain the current disability pool system. If agreement amongst all unions is achieved, the parties agree that this system may be replaced by participation in the State Disability Program.

I. Part-time employees, define as those regularly scheduled for at least (20) hours of work per week, shall be entitled to health benefits. Temporary and part-time employees working less than 20 hours are not entitled to any health benefits.

J. Effective January 1, 1987, the County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates plus the employee contribution, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X (COBRA).

ARTICLE 28

UNIFORM ALLOWANCE

A. All full-time employees shall be required to wear uniforms. Each employee shall receive \$350 per year in 1993, \$400 in 1994, and \$500 in 1995.

B. All employees must purchase and wear either PEOSHA safety shoes or non-slip shoes, based upon job duties.

C. New hires and part-time employees shall receive a pro-rata share of the clothing allowance.



ARTICLE 29

GENERAL PROVISIONS

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by the decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

B. The Union and the County will share equally the cost of printing of this Agreement. Proofs will be shared prior to final print.

C. When an employee is physically prevented from travelling to work (when public transportation is not operating or when County vehicles are unable to transport the employee as a result of an Act of God, such as a snowstorm, or other extraordinary conditions), the employee shall be permitted to utilize administrative leave/vacation leave rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" times will be assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive declares the day a County-wide emergency day, wherein all other County employees receive pay, employees under this Agreement shall also be paid.

ARTICLE 30

SAFETY

A. The Union shall designate one (1) employee at each facility as Safety Officer. The County will provide this person with copies of all accident reports regarding members of this bargaining unit.

B. The Safety Officers, along with County designated representatives, shall comprise a Safety and Health Committee. This Committee shall meet quarterly to discuss the safety and health conditions in the facilities and shall report all findings and concerns to the Department of Administrative Services. The Safety Committee shall inspect facilities as part of their meetings, if necessary.

ARTICLE 31

FULLY BARGAINED AGREEMENT

A. Both parties agree that this Agreement represents all appropriate bargainable issues. This Agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, with the exception of those issues which are subject to the reopening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent, should or must be made a part of this Agreement.

ARTICLE 33

DURATION AND TERMINATION

A. This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1995.

B. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to commence negotiations.

C. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.

D. Negotiations shall begin no later than December 1, 1995.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first set forth above, and agree to abide by all the terms and conditions as set forth herein.

AFSCME, DISTRICT COUNCIL 71  
LOCAL 3408

COUNTY OF ATLANTIC

\_\_\_\_\_  
Masolene Hopkins  
Staff Representatives

\_\_\_\_\_  
RICHARD E. SQUIRES  
County Executive

\_\_\_\_\_  
Carolyn Lambert  
President

\_\_\_\_\_  
David Turner  
Vice President

APPENDIX A

INCLUSIONS

<u>JOB TITLE</u>	<u>GRADE</u>
Assistant Cook	2
Building Maintenance Worker	1
Building Service Worker	1
Clerk Driver/Stockhandler	3
Cook	4
Dietitian Helper	2
Environmental Therapy Aide	4
Food Service Worker	1
Head Cook	6
Institutional Attendant (non-cert.)	2
Institutional Attendant (cert.)	3
Laborer	1
Licensed Practical Nurse	6
Seamstress	3
Security Guard	3
Senior Building Service Worker	3
Senior Cook	5
Senior Institutional Attendant	4

APPENDIX B

EXCLUSIONS

A. All employees covered by another bargaining unit and/or subject to another bargaining agreement.

B. Elected officials, members of boards and commissions, managerial executives and confidential employees within the terms of the Public Employment Relations Commission or unclassified.

C. All supervisory employees having the power to hire, discharge or discipline, or to effectively recommend same, unless specifically identified by title in the Inclusions.

D. All professional job titles, unless specifically identified in the Inclusions.

APPENDIX C

<u>Minimum</u>					
<u>Grade</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>1/1/94</u>	<u>7/1/94</u>	<u>1/1/95</u>
1	\$13,500	\$14,300	\$14,800	\$15,600	\$16,950
2	14,300	15,100	15,600	16,400	17,750
3	15,100	15,900	16,400	17,200	18,500
4	15,900	16,700	17,200	18,000	19,350
5	16,700	17,500	18,000	18,800	20,150
6	17,500	18,300	18,000	19,600	20,950

<u>Maximum</u>					
<u>Grade</u>	<u>1/1/93</u>	<u>7/1/93</u>	<u>1/1/94</u>	<u>7/1/94</u>	<u>1/1/95</u>
1	\$18,740	\$19,540	\$20,040	\$20,840	\$22,190
2	19,860	20,660	21,160	21,960	23,310
3	20,980	21,780	22,280	23,080	24,430
4	22,100	22,900	23,400	24,200	25,550
5	23,220	24,020	24,520	25,320	26,670
6	24,340	25,140	25,440	26,440	27,790

APPENDIX "D"

SALARY SCHEDULE - PART-TIME EMPLOYEES

A. Part-time employees will receive a pro-rata share of increases as stipulated in Article 24 of this Agreement.

B. Effective dates will be as identified in Article 24 for full-time employees.